

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

USDC-SDNY  
DOCUMENT  
ELECTRONICALLY FILED  
DOC#:  
DATE FILED: 01/19/2017

FREDKIEY HURLEY,

Plaintiff,

v.

NEW HON WONG RESTAURANT INC.,  
and EGLISAU CANAL REALTY LLC,

Defendants.

No. 16-CV-6616 (RA)

ORDER

RONNIE ABRAMS, United States District Judge:

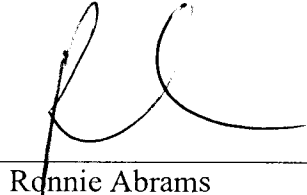
On January 6, 2017, Plaintiff submitted a notice of voluntary dismissal of this action pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(i). Dkt. 20. On January 18, 2017, Plaintiff filed a notice of settlement, indicating that the parties “are presently finalizing their settlement agreement and preparing a joint motion submitting a consent decree for approval” by the Court. Dkt. 21.

To the extent that the parties seek to have the Court enforce a settlement agreement, the parties shall submit a joint letter setting forth the basis of the Court’s jurisdiction over this action within thirty days. *See U.S.S. D.I.D. Corp. v. Windstream Commc’ns, Inc.*, 775 F.3d 128, 134 (2d Cir. 2014) (“A voluntary dismissal without prejudice vitiates and annuls all prior proceedings and orders in the case, and terminates jurisdiction over it for the reason that the case has become moot.” (alterations and quotation marks omitted)); *cf. Gambale v. Deutsche Bank AG*, 377 F.3d 133, 139 (2d Cir. 2004) (“Generally . . . a plaintiff’s filing in the district court of a stipulation of dismissal signed by all parties pursuant to Rule 41(a)(1)(ii) divests the court of its jurisdiction over a case . . . .”). In addition, provided that the Court has jurisdiction to enforce the settlement agreement,

the terms of the agreement must be placed on the public record and “so ordered” by the Court within the same thirty-day period.

SO ORDERED.

Dated: January 19, 2017  
New York, New York

A handwritten signature in black ink, appearing to be 'Ronnie Abrams', written over a horizontal line.

Ronnie Abrams  
United States District Judge